

12/17/90

THOMAS AMERICAN STONE &
BUILDING, INC., a Utah
Corporation,

SECOND AMENDED COMPLAINT

Case No. 89C752S

Defendants.

(hereinafter "Thomas American Stone") complains of defendants and avers as follows:

1. Plaintiff Thomas American Stone is a Utah corporation with headquarters in Salt Lake County, State of Utah, and doing business in Tooele County, State of Utah.

2. Defendant Richard W. White is a resident of the State of California and is subject to the jurisdiction of this court pursuant to Utah Code Section 78-27-24(1) and (4).

3. Defendant Roberta Eylar is a resident of California and is subject to the jurisdiction of this court pursuant to Utah Code Section 78-27-24(1) and (4).

4. Upon information and belief, defendant Symcol Enterprises Limited is a Canadian corporation, organized under the laws of the Province of Manitoba, and is subject to the jurisdiction of this court pursuant to Section 78-27-24 (1) and (4).

5. This action was originally brought in Utah state district court but was removed to this court by defendants under this court's diversity jurisdiction.

6. On or about April 1, 1988, Plaintiff Thomas American Stone and defendant Richard W. White and former defendant Bryan H. Oldfield (hereafter "White and Oldfield") entered into an agreement entitled "Sale of Corporation, Its Assets and Assignment of Name" (the "Sale Agreement"), a copy of which is attached hereto as Exhibit A, whereby Thomas American Stone agreed to sell to White and Oldfield certain mining property, with associated buildings, fixtures and improvements in Tooele County (the "Real Property") and certain mining equipment (the "Equipment") associated with an aragonite mine. Thomas American Stone retained a security interest in the Equipment under the terms of the Sale Agreement and Thomas American Stone also retained a lien on the Real Property, evidenced by a Trust Deed dated April 8, 1988 (the "Trust Deed") and attached hereto as Exhibit B, which Trust Deed was recorded in the office of the Tooele County Recorder on April 12, 1988.

7. Plaintiff, Third-Party defendant Lon Thomas and Oldfield have mutually dismissed their claims against each other

and Oldfield has thus been dismissed as a party.

8. Pursuant to the terms of the Sale Agreement, the purchase price of the assets was \$1,000,000 with White and Oldfield to pay \$50,000 in cash and \$100,000 payable annually for four years, with the balance of \$550,000 in cash due and payable in a balloon payment on October 31, 1992.

9. During April of 1988, after executing the Sale Agreement, White and Oldfield requested that Thomas American Stone, by its president, Lon Thomas, provide labor, maintenance and repairs for some of the Equipment and fixtures attached to the Real Property. Thomas American Stone performed such work and White and Oldfield have not paid for such labor or materials.

10. The out-of-pocket expenses incurred by Thomas American Stone during April, 1988 to repair and maintain the Equipment and fixtures was approximately \$21,388. The reasonable value of the labor performed was approximately \$95,000.

11. Pursuant to the Sale Agreement, White and Oldfield entered into possession of the Real Property and Equipment for a period of approximately four months, after which time White and Oldfield requested that Thomas American Stone return to possession of the Real Property and the Equipment because of difficulties that White and Oldfield had experienced operating the mine and because White and Oldfield represented that they had to devote their attention to other business ventures.

12. During the time in which White and Oldfield had possession of the Real Property and the Equipment, they failed to

maintain the Equipment and the Real Property as required in the Sale Agreement. Their employees, by their careless and reckless operation of equipment, totally destroyed one of the buildings associated with the Mill. The Equipment and the Real Property were not maintained properly and suffered extensive damage and the mine was not operated properly, which caused significant damage and a reduction in the value of the mine.

13. In August, Thomas American Stone and Oldfield discussed the terms under which Thomas American Stone was to retake possession, and Oldfield prepared a handwritten document entitled "Outline of Lease Back Agreement," a copy of which is attached hereto as Exhibit C. The handwritten outline anticipated that "an agreement shall be written and signed by both parties that will bind the parties." No such written agreement was ever prepared or executed by the parties.

14. Through a letter December 29, 1988, Thomas American Stone notified White and Oldfield that the purported lease back agreement was cancelled and of no force and effect. This was confirmed by a letter dated February 1, 1989 from Thomas American Stone's attorney. Copies of these letters are attached hereto as Exhibits D and E. Thomas American Stone has been in possession of the Real Property and the Equipment since August 1988.

15. After August, 1988 when Thomas American Stone retook possession of the Real Property and Equipment, Thomas American Stone has repaired and maintained the Equipment and the Real

Property at an out of pocket cost of \$48,800. The reasonable value of the labor performed during this period is \$200,000.

16. In Section 3.2 (e) of the Sale Agreement, White and Oldfield agreed "not to sell, pledge, use as security or encumber in any way the assets sold pursuant to this agreement without the prior written consent of the Seller [Thomas American Stone]."

17. Without the consent of Thomas American Stone, on April 22, 1988, just 21 days after executing the Sale Agreement, White and Oldfield entered into Lease Agreements with Perry Morris Corporation in which White and Oldfield purported to lease most of the Equipment and fixtures sold to White and Oldfield under the Sale Agreement. The portion of the Equipment and fixtures sold by Thomas American Stone to White and Oldfield which White and Oldfield leased to Perry Morris is referred to herein as the "Leased Items" and consisted of almost all of the Equipment and fixtures, by volume and by value. See copies of the Leases attached hereto as Exhibit F.

18. Without the consent of Thomas American Stone, White and Oldfield executed Uniform Commercial Code financing statements covering the Leased Items, which financing statements purport to perfect security interests in the Leased Items in favor of Perry Morris Corporation. See the copies of the Financing Statements attached hereto as Exhibit G.

19. Without the consent of Thomas American Stone, on May 19, and May 24, 1988 Oldfield executed Invoices purporting to

sell the Leased Items to Perry Morris Corporation. See copies of the bills of sale attached hereto as Exhibit H.

20. Without the prior written consent of Thomas American Stone, White purportedly conveyed his interests in the Real Property to Symcol Enterprise Limited, apparently sometime in April 1990. See the copy of the letter of Randon Wilson, dated April 25, 1990, attached hereto as Exhibit I.

21. Section 13.4 of the Sale Agreement states that if any term or provision of the Sale Agreement requires enforcement, "the prevailing party shall be entitled to an award of reasonable attorneys fees incurred incident to the representation in such proceeding, together with interest at the rate of 12% per annum from the date of default or breach of any provision of this Agreement resulting in damages to the other party."

22. Lon Thomas, the president of Thomas American Stone has been named in a civil action in this court, Perry Morris Corporation vs. Lon Thomas, Civil No. 89-008, relating to White and Oldfield's wrongful sale and/or encumbrance of all of the Leased Items and Thomas American Stone has been damaged thereby in that it risks loss of the Leased Items as a result of the wrongful encumbrance and has incurred costs and attorney's fees in defending said action.

FIRST CAUSE OF ACTION

(Breach of Contract)

23. Thomas American Stone incorporates the averments of

paragraph 1-22 above.

24. White and Oldfield have breached the Sale Agreement by the following:

(a) White and Oldfield have failed to make payments as required under Article 2.0 of the Sale Agreement,

(b) White and Oldfield intentionally violated Article 9.0 of the Sale Agreement in that White and Oldfield sold the Leased Items without Thomas American Stone's consent,

(c) White and Oldfield failed to maintain insurance on the Equipment and Real Property as required in Section 3.2 (c) and Article 9 of the Sale Agreement,

(d) White and Oldfield failed to maintain the Equipment and Real Property as required in Section 3.2 (c) and Article 9 of the Sale Agreement, and

(e) White and Oldfield intentionally placed encumbrances against the Leased Items in direct violation of Section 3.2 (e) and Article 9 of the Sale Agreement, and

(f) White intentionally violated Section 3.2 (e) of the Sale Agreement by conveying or purporting to convey to Symcol Enterprises Limited, his interests in the Real Property without the prior written consent of Thomas American Stone.

(g) White intentionally breached his covenant and obligation of good faith under the Sale Agreement by locating new mining claims directly on top of the mining claims conveyed by the Sale Agreement and then purporting to convey and mortgage these new claims.

25. Each of the actions or failures to act described in the foregoing paragraph constitute defaults under Article 9 of the Sale Agreement, which entitles Thomas American Stone to all remedies afforded by law and specifically entitles Thomas American Stone to sue White and Oldfield for the breach.

26. Thomas American Stone has been damaged by the breaches of White and Oldfield in that they caused hundreds of thousands of dollars of damage to the Equipment and the Real Property, in an exact amount to be determined at trial; they encumbered the Leased Items by at least \$130,462.50 when they had specifically promised not to encumber the Equipment; and the future earning capacity of the mine was severely reduced by White and Oldfield's breach of their obligation to properly maintain the mine and the Equipment by an amount which will be determined at trial.

27. White and Oldfield's conduct, in its blatant and intentional breach of promises to Thomas American Stone, was willful and malicious and manifests a knowing and reckless indifference toward and a disregard for the rights of Thomas American Stone and toward the promises they made in the Sale Agreement.

WHEREFORE, on its First Cause of Action, Plaintiff prays for judgement against White as follows:

(1) For consequential damages caused by White and Oldfield's breach of the Sale Agreement, for damage to the Equipment and the Real Property, for encumbering the Leased Items, for failure to provide insurance, and for diminution of the future producing

ability of the mine, and other damage, all in amounts to be proven at trial;

(2) For punitive damages in the amount of \$1,500,000;

(3) For rescission of the Sale Agreement and a declaration that all the real and personal property purported to be conveyed pursuant to the Sale Agreement is returned to the ownership of Thomas American Stone and the parties be placed in their pre-agreement positions;

(4) For attorneys fees and costs incurred by Thomas American Stone in this proceeding and interest at the rate of 12% on all damages from the date of default; and

(5) Such other relief as the Court may deem proper.

SECOND CAUSE OF ACTION

(FORECLOSURE OF TRUST DEED)

28. Thomas American Stone incorporates the averments of paragraph 1-27 above.

29. As a result of the breaches of White and Oldfield, plaintiff Thomas American Stone has elected to foreclose its interest in the Trust Deed as though it were a mortgage on the real property more particularly described above.

30. Thomas American Stone is entitled to an order from this Court directing sale of the Real Property pursuant to Utah law.

31. The Trust Deed provides for White and Oldfield to pay all costs and expenses of collection, including a reasonable attorney's fee, in the event of default.

32. Plaintiff Thomas American Stone is entitled to an order of the court giving Thomas American Stone's Trust Deed priority over the claims of White and Oldfield and over claims of any other persons or entities asserting an interest in the Real Property and quieting title to the property in Thomas American Stone.

WHEREFORE, plaintiff prays for judgment against White on its Second Cause of Action as follows:

(1) For an order of the court giving Thomas American Stone's Trust Deed priority over the claims of White and quieting title in the Real Property, including all fixtures, buildings and other appurtenances, to Thomas American Stone.

(2) For an order that the Trust Deed be foreclosed and directing the Sheriff of Tooele County to sell the Real Property pursuant to Utah law relating to sales on execution.

(3) For an order of the court permitting a deficiency judgment over against White should the amount realized from the sale of the Real Property be inadequate to discharge the judgment, together with costs of sale.

(4) For Thomas American Stone's costs incurred and for a reasonable attorney's fee to be determined by the court.

THIRD CAUSE OF ACTION

(Restraining Order)

33. Thomas American Stone incorporates the averments of paragraph 1-32 above.

34. White and Oldfield have alleged and asserted in communications to officers of plaintiff Thomas American Stone that they intend to take possession and control of the mine site and equipment. Unless White and Oldfield are immediately restrained, Thomas American Stone asserts that irreparable injury, loss or damage will result to it in that it will be unable to operate its mining operation, will be prevented from preserving and protecting the Equipment, mine premises, and stockpiled materials, and will face loss of the Leased Items as a result of White and Oldfield's wrongful encumbrance of the Leased Items.

35. Thomas American Stone has been in possession and control of the property since August, 1988 and asserts that White and Oldfield will not be damaged by an order allowing Thomas American Stone to remain in possession until this matter is heard.

WHEREFORE, on its Third Cause of Action, Thomas American Stone prays for a restraining order preventing White and any of his employees or agents from taking possession or control of the Real Property and the Equipment and from otherwise interfering with Thomas American Stone's business operations, and such other and further relief as the court deems just in the premises.

FOURTH CAUSE OF ACTION

(Fraud and Misrepresentation)

36. Thomas American Stone incorporates the averments of

paragraph 1-35 above.

37. In the Sale Agreement, White and Oldfield promised that they would not "sell, pledge, use as security or encumber in any way the assets sold pursuant to this agreement without the prior written consent of the Seller."

38. This promise was calculated to induce Thomas American Stone to convey the Equipment to White and Oldfield and Thomas American Stone did in fact rely on such promise. The execution of the Sale Agreement with this promise constituted a misrepresentation in that White and Oldfield intended and planned to encumber the Equipment.

39. The Sale Agreement also requires White and Oldfield to execute proper Uniform Commercial Code financing statements to perfect the security interest granted to Thomas American Stone in the Equipment.

40. However, after execution of the Sale Agreement, White and Oldfield persuaded Thomas American Stone to execute an alleged "Addendum" to the Sale Agreement.

41. The "Addendum" states: "There shall be no UCC I [sic] on the equipment."

42. White and Oldfield induced Thomas American Stone to execute the "Addendum" calling for no financing statements upon the misrepresentation that White and Oldfield needed to have the Equipment free of liens so that they could meet certain bonding requirements for some of their other businesses. White and Oldfield also promised that they would keep the Equipment free of

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all encumbrances. In reliance on these representations, Thomas American Stone did not file uniform commercial code financing statements to perfect its security interest in the Equipment.

43. Just days after Thomas American Stone executed the "Addendum," White and Oldfield placed liens on the Leased Items with Perry Morris Corporation, in direct violation of the terms of the Sale Agreement, their promises to Thomas American Stone and in violation of their representation that they needed to have the Equipment and fixtures free of liens.

44. Thomas American Stone reasonably relied upon the misrepresentations of White and Oldfield in the Sale Agreement and in the inducement to execute the "Addendum" by agreeing to convey the Equipment and fixtures to White and Oldfield without the protection of filed financing statements and allowing White and Oldfield to take possession of such Equipment and fixtures.

45. Thomas American Stone would not have sold the Equipment and Real Property to White and Oldfield on time unless White and Oldfield agreed not to encumber the Equipment and Real Property.

46. Thomas American Stone would not have agreed not to file financing statements on the Equipment without White and Oldfield's promise that they would not encumber the Equipment.

47. Thomas American Stone has been damaged by the fraud and misrepresentations of White and Oldfield in that White and Oldfield encumbered the Leased Items in favor of Perry Morris Corporation and now Thomas American Stone's Equipment and fixtures which it had previously owned free of any encumbrances

are the subject of claimed encumbrance of over \$130,462.50.

WHEREFORE, Thomas American Stone, on its Forth Cause of Action, prays for

(1) a judgment from this court rescinding the Sale Agreement, and declaring that the Real Property and the Equipment conveyed thereby be declared to be vested in Thomas American Stone;

(2) for damages caused by the fraud and misrepresentation of White in an amount to be proven at trial;

(3) for interest on all damages in the amount of 12% from the date of default;

(4) for punitive damages in the amount of \$1,500,000;

(5) for attorneys fees and costs in bringing this action;

(6) and for such other relief as this Court may deem proper.

FIFTH CLAIM FOR RELIEF

(Repairman's Lien)

48. Thomas American Stone incorporates the averments of paragraph 1-47 above.

49. During April, 1988, and after Thomas American Stone retook possession of the Equipment and Real Property in August, 1988, Thomas American Stone has altered, maintained and repaired and bestowed labor on the Equipment at the request of White and Oldfield.

50. Thomas American Stone incurred at least \$71,188 in out-of-pocket charges and has bestowed at least \$295,000 in labor.

51. White and Oldfield have not paid Thomas American Stone for the costs incurred or the value of the labor.

WHEREFORE, Thomas American Stone, on its Fifth Claim for Relief, seeks a judgment from this court that Thomas American Stone is entitled to retain possession of such equipment and fixtures until the amounts due for such maintenance and repairs are paid in full; that judgment be entered against White in the amount of the labor and materials provided, at least \$366,188, or such other amount as proven at trial; for attorneys fees and costs incurred in collecting these amount, for interest on such amounts and such other relief as the court may deem proper.

SIXTH CLAIM FOR RELIEF

(Declaratory Judgment; Foreclosure)

52. Thomas American Stone incorporates the averments of paragraph 1-51 above.

53. White has conveyed or has purported to convey his interest in the property to Symcol Enterprises Ltd. See the Letter of Randon Wilson dated April 25, 1990, attached hereto as Exhibit I.

54. Thomas American Stone did not give its prior written consent to such a conveyance as required in Section 3.2 (e) of the Sale Agreement.

55. The purported conveyance from White to Symcol Enterprises Limited is void.

56. If the conveyance is valid, Symcol Enterprises Limited takes White's interests subject to all of the claims stated above

against White's interests in the property.

WHEREFORE, Thomas American Stone, on its Sixth Claim for Relief, seeks a judgment from this court that the purported conveyance of White's interests to Symcol Enterprises, Ltd. is void, or in the alternative, if the conveyance to Symcol Enterprises Limited is found to be valid, Thomas American Stone incorporates all of the averments and causes of action stated above and asserts them against Symcol Enterprises Limited, as successor in interest to White, and, Thomas American Stone seeks judgment against Symcol Enterprises Limited as follows:

- (1) For an order of the court giving Thomas American Stone's Trust Deed priority over the claims of Symcol Enterprises Limited and quieting title in the Real Property, including all fixtures, buildings and other appurtenances, to Thomas American Stone.
- (2) For an order that the Trust Deed be foreclosed as against Symcol Enterprises Limited and directing the Sheriff of Tooele County to sell the Real Property pursuant to Utah law relating to sales on execution.
- (3) For an order of the court permitting a deficiency judgment over against Symcol Enterprises Limited should the amount realized from the sale of the Real Property be inadequate to discharge the judgment, together with costs of sale.
- (4) For Thomas American Stone's costs incurred and for a reasonable attorney's fee to be determined by the court.

SEVENTH CLAIM FOR RELIEF

(Declaratory Judgment; Quiet Title)

57. Thomas American Stone incorporates the averments of paragraph 1-56 above.

58. White has recorded in Tooele County and filed with the Bureau of Land Management Notices of Location for two unpatented lode mining claims named Western Pacific #6 and Western Pacific #7 which White purportedly located on March 10, 1990. See the copy of the notices of location attached hereto as Exhibit J.

59. White has recorded in Tooele County and filed with the Bureau of Land Management Notices of Location for two unpatented lode mining claims named Beehive #3 and Beehive #4 which White purportedly located on March 14, 1990. See the copy of the notices of location attached hereto as Exhibit K. The Western Pacific #6 and #7 and the Beehive #3 and #4 unpatented mining claims are collectively referred to hereinafter as "White's New Claims".

60. White's New Claims are entirely located on the same land as portions of the Aragonite #1 through Aragonite #10 unpatented placer mining claims (referred to hereinafter as the "Aragonite Claims").

61. The Aragonite Claims were originally located in 1941 and were relocated on March 27, 1982. The Aragonite claims have for many years, and currently are mined primarily for a unique type of building stone.

62. The Aragonite Claims were, on the dates White located

his New Claims, valid and existing unpatented mining claims under the mining laws of the United States, specifically under the Building Stone Act of 1892, pursuant to which federal lands valuable for building stone are declared to be open for the location of placer mineral claims. 30 U.S.C.A. §161.

63. On the dates White located his New Claims, White and Oldfield owned the Aragonite Claims as joint tenants subject to the Trust Deed of plaintiff Thomas American Stone which is being foreclosed by this action.

64. Subsequent to the date of the location of White's New Claims, Oldfield, as part of a partial settlement of this action, conveyed all his right, title and interest in and to the Aragonite Claims to Plaintiff, and thus the current ownership of the Aragonite Claims is that White and Plaintiff own the claims as joint tenants, and White's undivided interest is subject to plaintiff's Trust Deed.

65. The location of White's New Claims was in bad faith and in violation of the mining laws of the United States. White's locations were an attempt to circumvent the trust deed being foreclosed by this action, an attempt to cloud title to plaintiffs property, and an attempt to delay and complicate this litigation.

66. By an instrument (the "Mortgage") dated May 10, 1990, White purportedly mortgaged the Beehive #3 and #4 mining claims to defendant Roberta Eylar, 10003 Beck Drive, Santee, California, to secure to repayment of the sum of \$2,500. See the copy of the

Mortgage attached hereto as Exhibit L.

67. Because Beehive #3 and #4 were not valid claims, defendant Roberta Eylar owns no right, title or interest in any of the land and minerals purportedly covered by these claims pursuant to the Mortgage.

68. By an instrument dated March 14, 1990, White purportedly quit-claimed his interest in and to the Western Pacific #6 and Western Pacific #7 mining claims to defendant Symcol. See the copy of the Quit-Claim Deed attached hereto as Exhibit M.

69. Because Western Pacific #6 and #7 were not valid claims, defendant Symcol owns no right, title or interest in any of the land and minerals purportedly covered by these claims.

70. Symcol is a Canadian corporation and as such is not qualified to own any interests in mining claims located under the laws of the United States. See 30 U.S.C.A. §22.

WHEREFORE, Thomas American Stone, on its Seventh Claim for Relief, seeks a declaration from this court as follows:

(a) that the purported location by White of the Western Pacific #6 and Western Pacific #7 and the Beehive #3 and Beehive #4 unpatented mining claims was ineffective to vest any rights in White to the land and minerals covered by these purported claims;

(b) that the Western Pacific #6 Western Pacific #7, Beehive #3 and Beehive #4 unpatented mining claims were void ab initio because they were located on lands covered by existing valid mining claims and that White's purported location was not in good

faith;

(c) that Symcol, as putative successor in interest to White, and Roberta Eylar as putative mortgage holder, own no right, title and interest in and to the lands and minerals covered by White's New Claims;

(d) the Aragonite Claims, which were overstaked by White's New Claims, are declared to be valid and existing mining claims under federal law and title to the subject minerals are vested in the current owners of the Aragonite Claims subject to applicable federal law.

Plaintiff also seeks judgment by this court awarding plaintiff's costs incurred and for a reasonable attorney's fee to be determined by the court.

DATED this 14th day of December, 1990.

KING & ISAACSON, P.C.


SCOTT E. ISAACSON

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 17th day of December, 1990, a true and correct copy of the foregoing Second Amended Complaint was served upon the following parties by placing the same in the United states mails, postage prepaid, addressed as follows:

Symcol Enterprises Limited
3409 5th Ave., #6
San Diego, CA 92103

Richard W. White
9969 Beck Street
Santee, CA 92071

Cathy Hatcher
Cathy Hatcher

4040 So. 300 W.
Murray, UT 84107

SPECIAL WARRANTY DEED

BAS *ORE* BRYAN H. OLDFIELD ("Grantor"), as a joint tenant, for the sum ~~Ten~~ Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys and warrants against all claiming by, through or under him to THOMAS AMERICAN STONE & BUILDING, INC. ("Grantee"), a Utah corporation, all of his right, title and interest in and to the real property and real property interests located in Tooele County, State of Utah, described in Exhibit A attached hereto and by this reference made a part hereof, which interest Grantor represents and warrants to be an undivided fifty percent interest in the entire property as joint tenant.

In witness whereof, the Grantor has executed and delivered this Special Warranty Deed this 17TH day of AUGUST, 1990.

GRANTOR:

Bryan H. Oldfield
Bryan H. Oldfield

STATE OF MICHIGAN)
COUNTY OF MEMPHIS) SS.

The foregoing instrument was acknowledged before me this 17 day of AUGUST, 1990, by Bryan H. Oldfield.

Witness my hand and official seal.

Geraldine A. Herald
Notary Public

My Commission Expires: 5/9/92
Residing at: Memphis, Mi

WHEN RECORDED RETURN TO:
King & Isaacson, P.C.
Suite 205 Sentinel Bldg.
2121 South State Street
Salt Lake City, Utah 84115

EXHIBIT "A"

- #1. Aragonite M.S. #8 ✓
Mill Site Claim, 5 acres, Tooele County, Utah.
S₁/₂ of NW₁/₄ of SE₁/₄ of SW₁/₄ ✓
Section 8 R10W T1S SL Merd.
- #2. Aragonite M.S. #7 ✓
Mill Site Claim, 5 acres, Tooele County, Utah.
N₁/₂ of NW₁/₄ of SE₁/₄ of SW₁/₄ ✓
Section 8 R10W T1S SL Merd
- #3. Aragonite M.S. #6 ✓
Mill Site Claim, 5 acres, Tooele County, Utah.
S₁/₂ of SW₁/₄ of NE₁/₄ of SW₁/₄ ✓
Section 8 R10W T1S SL Merd.
- #4. Aragonite M.S. #5 ✓
Mill Site Claim, 5 acres, Tooele County, Utah.
N₁/₂ of SW₁/₄ of NE₁/₄ of SW₁/₄ ✓
Section 8 R10W T1S SL Merd.
- #5. Aragonite M.S. #4 ✓
Mill Site Claim, 5 acres, Tooele County, Utah.
S₁/₂ of NE₁/₄ of SW₁/₄ of SW₁/₄ ✓
Section 8 R10W T1S SL Merd.
- #6. Aragonite M.S. #3 ✓
Mill Site Claim, 5 acres, Tooele County, Utah.
N₁/₂ of NE₁/₄ of SW₁/₄ of SW₁/₄ ✓
Section 8 R10W T1S SL Merd.
- #7. Aragonite M.S. #2 ✓
Mill Site Claim, 5 acres, Tooele County, Utah.
S₁/₂ of SE₁/₄ of NW₁/₄ of SW₁/₄ ✓
Section 8 R10W T1S SL Merd.

BOOK 306
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DONNA S. MCKENDRICK
TOOELE COUNTY RECORDER

- #8. Aragonite M.S. #1 ✓
Mill Site Claim, 5 acres, Tooele County, Utah.
N $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ✓
Sec 8 T10W T1S SL Meridian
- #9. Aragonite #1 ✓
Placer Mining Claim, 60 acres, Tooele County, Utah.
E $\frac{1}{2}$ of SE $\frac{1}{4}$ Section 14 excluding a portion of Western
Pacific, R10W T1S Salt Lake Meridian
- #10. Aragonite #2 ✓
Placer Mining Claim, 80 acres, Tooele County, Utah.
E $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 22 R10W T1S Salt Lake Meridian
- #11. Aragonite #3 ✓
Placer Mining Claim, 80 acres, Tooele County, Utah.
W $\frac{1}{2}$ of NW $\frac{1}{4}$ Section 23 R10W T1S Salt Lake Meridian
- #12. Aragonite #4 ✓
Placer Mining Claim, 80 acres, Tooele County, Utah.
E $\frac{1}{2}$ of NW $\frac{1}{4}$ Section 23 R10W T1S Salt Lake Meridian
- #13. Aragonite #5 ✓
Placer Mining Claim, 40 acres, Tooele County, Utah.
W $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 23 excluding portions of Western
Pacific #3, Western Pacific #2, Western Pacific #1 &
Western Pacific #4 R10W T1S SL Meridian
- #14. Aragonite #6 ✓
Placer Mining Claim, 60 acres, Tooele County, Utah.
E $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 23 excluding portions of Western
Pacific, Western Pacific #1, Western Pacific #2 &
Western Pacific #4 R10W T1S SL Meridian
- #15. Aragonite #7 ✓
Placer Mining Claim, 80 acres, Tooele County, Utah.
E $\frac{1}{2}$ of SE $\frac{1}{4}$ Section 22 R10W T1S Salt Lake Meridian

- #16. Aragonite #8 ✓
Placer Mining Claim, 80 acres, Tooele County, Utah.
W $\frac{1}{2}$ of SW $\frac{1}{4}$ ✓ Section 23 R10W T1S Salt Lake Meridian
- #17. Aragonite #9 ✓
Placer Mining Claim, 80 acres, Tooele County, Utah.
E $\frac{1}{2}$ of SW $\frac{1}{4}$ ✓ Section 23 R10W T1S Salt Lake Meridian
- #18. Aragonite #10 ✓
Placer Mining Claim, 75 acres, Tooele County, Utah.
W $\frac{1}{2}$ of SE $\frac{1}{4}$ ✓ Section 23 excluding Western Pacific #1,
R10W T1S Salt Lake Meridian
- #19. Aragonite #11 ✓
Placer Mining Claim, 80 acres, Tooele County, Utah.
E $\frac{1}{2}$ of SE $\frac{1}{4}$ ✓ Section 23 R10W T1S Salt Lake Meridian

Patented Mining Claims located in Tooele County, as follows:

Western Pacific, Western Pacific No. 1, Western Pacific No. 2, Western Pacific No. 3, and Western Pacific No. 4

Said mining claims are designated by the Surveyor General as Survey No. 6328, embracing a portion of Sections 14 and 23, in Township 1 South, Range 10 West, Salt Lake Meridian, and being specifically described in United States Patent No. 648655 dated the 23rd day of September, 1918, recorded in the office of the County Recorder of Tooele County, Utah on the 28th day of April, 1926, in Book "3-G" of Mining Deeds, pages 413 and 414.